First Mate Marine Long Block Limited Warranty

Your engine is expressly warranted with limitations and exclusions as set forth below from the date of install as follows:

> LONG BLOCKS 24 Months Parts

First Mate Marine expressly warrants that its engine is of good quality and free from defects in materials or workmanship. Purchaser acknowledges that First Mate Marine has made no affirmation of fact or promise relating to its engines outside this Limited Warranty and First Mate Marine has provided the purchaser no description, sample or model of its engine upon which the purchaser has relied in deciding to purchase a First Mate Marine Engine. First Mate Marine will, at its sole discretion, replace defective parts or a complete engine. All repairs will be made at the seller's or distributor's costs, plus applicable labor pursuant to the labor policy set forth below. PRIOR AUTHORIZATION IS REQUIRED FROM FIRST MATE MARINE ENGINES BEFORE WARRANTY WORK IS BEGUN. Call First Mate Marine at (800) 437-1779 for a numbered authorization. It is the sole responsibility of the ultimate purchase/owner to pay for such work (including labor and parts) and submit the alleged defective parts, written repair order showing all charges, and a written receipt for payment of all charges to First Mate Marine for review and determination by First Mate Marine that the engine failure is or is not covered by this limited warranty. Repairs or replacements do not extend this Limited Warranty.

* LABOR POLICY

First Mate Marine will pay labor claims only to repair facilities it has authorized and will only pay labor claims that the purchaser actually incurs as an out of pocket expense. First Mate Marine will not be liable for or pay any labor claims on First Mate Marine installed by any third party who is not a certified marine mechanic (Marine Certificate or equivalent) it has authorized to perform repair work and will not pay any labor claims on engines installed in whole or in part by purchaser. All labor expenses for field repairs, removal or reinstallation shall be limited to that expense and to those hours listed on the most recent Motors Flat Rate Manual, or alternative manual pre-approved by First Mate Marine, at the prevailing labor rate for the area but not to exceed \$45.00 per hour. In no event shall the total value (labor and parts) of this limited warranty whether paid or made in kind by First Mate Marine exceed the original distribution price of the engine purchased plus an additional amount of labor cost not to exceed \$500.00 for all boats 20 foot or shorter, \$600.00 for cabin cruisers 21 foot or longer. A \$150 crane allowance will be allowed on cabin cruisers 21 foot or longer in addition to the limitation on labor costs.

OWNER OBLIGATIONS

After 10 hours upon initial startup, ultimate purchaser/owner shall assure that a certified licensed and qualified mechanic authorized by First Mate Marine inspects your engine, which inspection should include, but is not limited to, adjustment of the tappets (if applicable) adjustment of valves, timing and carburetor adjustments, tightening of gasket bolts (First Mate Marine recommends retorquing gasket bolts regardless of gasket type), and a change of oil and oil filter. Carefully monitor oil levels for the first 100 hours as oil consumption may be higher during this period. Use good quality motor oil of the appropriate grade and viscosity as recommended by the original engine manufacturer. First Mate Marine Treatment of the use of synthetic oils or non detergent eils the use of which by the purphers shall vaid this limited Warrenty. Proper oil processors and lubrice ic oils or non-detergent oils, the use of which by the purchaser shall void this Limited Warranty. Proper oil pressure and lubrication are mandatory for good engine break-in. All boats should be equipped with gauges or lights to indicate engine temperature and oil pressure. DO NOT OPERATE BOAT WITH ABNORMAL OIL PRESSURE OR WATER TEMPERATURE. After initial startup, avoid excessive RPM and keep boat on plane. Vary RPM range for the first 3 to 5 hours of running time. High engine RPM may damage your new engine through friction and high temperatures. Avoid long periods of idling. Engine overheating and engine failure due to the lack of lubrication can be prevented by adequate monitoring of all gauges or lights and should never in the absence of neglect by the purchaser result in engine damage.

LIMITATIONS OF WARRANTY AND EXCLUSIONS

ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED AND NO WARRANTIES EXIST WHICH EXTEND BEYOND THE DESCRIPTION IN THE EXPRESS LIMITED WARRANTY ON THE FACE OF THIS DOCUMENT WITH REGARD TO ANY ENGINE OR PART PROVIDED BY FIRST MATE MARINE. NO ORAL STATEMENTS BY ANY PERSON, DISTRIBUTOR OR SALESMA FROM THE PLY OF ASSESSING THE SHALL MODIFY OR CHARLES. CHASE ORDER OR OTHER FORM FROM THE PURCHASER OR DISTRIBUTOR/SELLER SHALL MODIFY OR CHANGE THIS LIMITED WARRANTY.

This Limited Warranty is not an unconditional warranty against all hazards or failures. First Mate Marine shall not be responsible for:

- Damage or repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation.
 - 1. Parts not supplied by First Mate Marine, (including but not limited to pan, manifolds and covers, water pumps, fuel pumps, distributor and carburetor or fuel injection systems), or damages resulting from the use of parts not supplied by
 - 2. Damages resulting from detonation or pre-ignition, including but not limited to melted or broken pistons, broken or scored rings, damaged cylinder heads or gaskets, scoring on cylinder walls or piston heads.
 - Damages resulting from improper pre-lubrication prior to startup.

THE ULTIMATE PURCHASER'S/OWNER'S EXCLUSIVE REMEDY AGAINST FIRST MATE MARINE SHALL BE FOR THE REPLACEMENT OF THE ENGINE OR PAY, AT DISTRIBUTOR COST, THE COST OF MATERIALS USED FOR REPAIRS AS SET FORTH ABOVE. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, DIRECT OR INDIRECT, INCIDENTAL ON CONSEQUENTIAL DAMAGE, SUCH AS LOST PROFITS, AND EDELOCATION OF PROPERTY, TOWING, OIL, AND EDELOCATION OF PROPERTY OF TIME. LUBRICANTS, FILTERS, ANTIFREEZE, GASKETS, SHIPPING AND FREIGHT, LOSS OF USE OF VEHICLE OR LOSS OF TIME, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE ULTIMATE PURCHASER/OWNER.

GOVERNING LAW AND VENUE

The terms and provisions of this Limited Warranty, and each and every document related to this Limited Warranty, shall be governed by and construed according to the laws of the State of Nebraska. Any action at law, suit in equity or judicial proceeding for the enforcement of this Limited Warranty or any provision thereof shall be instituted only in the courts of Nebraska.

Thank you for purchasing a First Mate Engine. If we can provide any information on our products or our company, please call First Mate Marine at (800) 437-1779